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May 25, 2004

Honorable Rudy Maloy
2324 Napoleon Bonaparte Drive
Tallahassee, Florida 32308

Re: Agreement for Legal Services

Dear Mr. Maloy:

We appreciate the opportunity to represent you and advise you in the new matter allegedly involving your aide, Gwendolyn Simmonds.

We have agreed to take your case and have already gotten started on it, as you know. However, this letter and agreement is needed to formalize our attorney-client relationship for the record, so that we may either seek reimbursement for legal fees and expenses from Leon County under the current policy, or enforce the collection of our fees and costs in the future.

By returning a signed copy of this agreement to us, you are acknowledging that there is a \$1,500 minimum non-refundable retainer; and that you agree to pay our *reduced hourly rates* of \$225 per hour for senior attorneys and \$175 per hour for associates, with appropriately lower rates for other professional staff consistent with their particular experience. Paralegals are charged out at \$50.

All attorney and paralegal fees will be computed on an hourly basis reflecting the exact amount of time that is devoted to your case. It is often impossible to determine in advance the total amount of time that will be needed to complete your case. However, we shall use our best judgment to determine the amount of time needed, and nature of all services to be performed by us, in your best interest. We will keep you fully informed of all the time devoted to your case by us, on a regular basis, through submission of periodic detailed statements with receipts for some expenses attached.

Mr. Rudy Maloy
May 25, 2004
Page 2

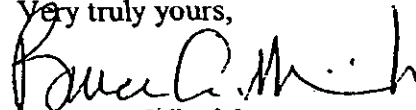
In addition, all costs of investigation, discovery and litigation costs and necessary expenses incurred in connection with our representation will separately be itemized and billed to you in periodic statements. Statement balances are due and payable upon receipt. Accounts past due over 30 days from the date of any statement will be charged a 1 1/2 % carrying charge (18% per annum).

This agreement for legal services is not based upon any contingency. If you lose your case, you will still be obligated for whatever amount of fees and costs we report to be outstanding. However, if we win the case for you, or if we settle it in your favor, we may be entitled to seek recovery of "reasonable attorneys fees" and costs directly from Leon County. If we do seek fees and costs, and if we recover fees and costs from Leon County or from any other source, you will be entitled to and will receive a full refund of all fees and costs you paid or still owe to us, unless the amount recovered is less than the amount paid or still owed by you.

If this agreement is acceptable to you, please acknowledge receipt of it below, by signing and returning the signed copy in the self-addressed envelope, together with your payment of at least \$750 for anticipated immediate costs, within 10 days of receipt of this letter.

We look forward to being of service to you. If you have any questions or comments, please do not hesitate to contact me personally at our office.

Very truly yours,


Bruce A. Minnick

Enclosure
BAM/mab

This agreement is hereby accepted this 25th day of May 2004.

By: 

Rudy Maloy

**Board of County Commissioners
Leon County, Florida**

Policy No. 03-02

Title: Reimbursement of Attorneys Fees and Costs
Date Adopted: June 24, 2003
Effective Date: June 24, 2003
Reference: Section 111.07, Florida Statutes
Policy Superseded: Amending Policy No. 03-02, "Reimbursement of Attorneys Fees and Costs," adopted January 14, 2003; Policy No. 93-50, "Reimbursement of Attorneys Fees and Costs," adopted November 23, 1993

Policy No. 03-02, "Reimbursement of Attorneys Fees and Costs," adopted by the Leon County Board of County Commissioners on January 14, 2003, is hereby amended to read as follows:

It shall be the policy of the Board of County Commissioners of Leon County, that:

Section 1.

INTENT: As used in the balance of this policy, the words "successfully defend" or "prevail" shall apply to individual counts, charges and/or allegations, and shall mean the dismissal, the finding of not guilty, or a verdict in favor of the person covered herein as set forth in Section 3, below. A failure to successfully defend or prevail against one or more counts, charges or allegations shall not necessarily affect the application of the policy to other counts, charges and/or allegations which were successfully defended or against which the officer or employee prevailed.

Section 2.

DEFINITIONS: "Reasonable attorney's fees" shall mean fees earned by an attorney and/or attorneys licensed to practice law in the State of Florida, based on the customary per hour rate charged in Leon County, Florida, for similar work performed by attorneys within the County, but in no event to exceed \$175 per hour.

Section 3.

Subject to Section 7, the Board of County Commissioners of Leon County shall, pursuant to the procedures set forth herein, reimburse present and former County Commissioners and County public officers, and their present and former employees and agents, including appointees of the Board or such officers, for the reasonable attorney's fees and costs that such persons have incurred when they successfully defend or prevail in civil, criminal, and/or ethical investigations and/or actions that arise out of and in connection with their scope of County employment or County function, while acting in their official capacity, and while serving a public purpose. The Board of County Commissioners shall determine if the attorney's fees and costs shall be reimbursed, and if so, in what amount.

Reimbursement of Attorney's Fees and Costs
Policy No. 03-02

3.02.1

Section 4.

Any person who believes that he or she is allowed or entitled to payment for reasonable attorney's fees and costs pursuant to the provisions of this policy shall as a condition precedent to entitlement to such reimbursement, notify the County through its County Attorney, in writing within 10 days of the retention of a private attorney. Such notification shall include the reason for retention of a private attorney and recitation of the fee agreement. Thereafter, at anytime should fees and costs exceed \$5,000, such person shall immediately notify the County Attorney, in writing, that such threshold amount has been expended and establish good cause why the threshold amount should be exceeded.

Subsequently, any person who believes he or she is entitled to reimbursement of attorneys fees and costs pursuant to this policy shall file, within 30 days of conclusion of the matter, a written request for such fees and costs with the County Attorney, which request shall at the minimum state:

- a. the name and current address of the person making the request;
- b. a description of the entity conducting the investigation or proceeding;
- c. the case number or file number of the investigation or proceeding, if known;
- d. a description of each count, charge and/or allegation made or being investigated;
- e. the date(s) that the alleged wrongful incidents are alleged to have occurred;
- f. the person's office or position of employment with the County on the dates described in (e.) above;
- g. a narration of the reasons why such person believes that the request meets the criteria set forth in this policy and that his or her attorney's fees and costs should be reimbursed by the County;
- h. the name(s), address, and telephone number of the attorney(s) representing such person against the counts, charges, and/or allegations described in (d.) above;
- i. a description of the fee arrangement or agreement between the person and his or her attorney(s); the amount of attorney's fees and costs paid to the date of the written request for attorney's fees and costs for defense against the counts, charges, and/or allegations described in (d.) above; and the total balance due, if any, of all attorney's fees and costs that have been incurred in defense against the counts, charges, and/or allegations described in (d.) above; and
- j. such other information as the Board of County Commissioners and/or the County Attorney's Office may reasonably require.

Section 5.

Within a reasonable time following receipt of the written request for payment of attorney's fees and costs, the County Attorney shall prepare and present an agenda item for consideration by the Board. In the agenda item for the Board's consideration, the County Attorney shall include a recommendation on the applicability of this policy to the request for payment of attorney's fees and costs. The Board may: (1) request additional relevant information from the applicant; (2) continue the request to a date and time certain; or (3) take action upon the written request and determine if the attorney's fees and costs shall be reimbursed, and if so, in what amount.

Reimbursement of Attorney's Fees and Costs
Policy No. 03-02

3.02.1

Section 6.

Upon receipt of the written request, the County Attorney shall also communicate with the County's "insurance" providers to determine and advise the Board whether such "insurance" providers will indemnify the County for any attorney's fees and costs incurred by the applicant in defense against such counts, charges, or allegations.

Section 7.

Notwithstanding anything to the contrary stated or implied herein, this policy does not address or pertain to recall proceedings or to employee discipline or termination proceedings. In the event such recall, discipline or termination proceedings occur concurrently with the issues and/or proceedings described above, such recall, discipline or termination proceedings shall not affect the application of this policy to the above described non-recall, non-discipline or non-termination issues or proceedings.

Section 8.

This Policy shall become effective upon adoption and shall apply to all requests for reimbursement of attorneys fees and costs.